

28
Recording Requested by: LSI

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East Recording Solutions

700 Cherrington Parkway

Coraopolis, PA 15108

800-722-0300

Document Title(s)

Subordination Agreement

ELS# 13060269

*****Record to correct the name of the Grantee incorrectly recorded Book 3388,
Page 314*****

Grantor(s) (Name, address, & phone)

Mortgage Electronic Registration Systems, Inc (MERS, Inc) nominee for Countrywide Home
Loans, Inc.

PO Box 2026

Flint, MI 48501-2026

1-888-679-6377

Grantee(s) (Name, address, & phone)

Bank of America, N.A.

101 South Tryon St

Charlotte, NC 28255

615-778-2378

Prepared by (Name, address, & phone)

Bryan Dillon

PO Box 2026

Flint, MI 48501-2026

1-888-679-6377

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range quarter)

Lot 154, Phase 3, Alexanders Ridge Subdivision, Section 27, Township 1 South, Range 6

West, as shown on plat of record in Plat Book 81, Pages 34, in the Chancery Clerk's Office
of DeSoto County, Mississippi

APN# 1-06-8-27-06-0-00154-00

Full legal Description on Exhibit A

1/11/12 9:05:10
 CAO DK T BK 3,388 PG 314
 CAO DESOTO COUNTY, MS
 -0- W.E. DAVIS, CH CLERK

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 When recorded return to:
 East Recording Solutions
 700 Cherrington Parkway
 Coraopolis, PA 15108
 800-722-0300

Document Title(s)
Subordination Agreement
ELS# : 13060269

Grantor(s) (Name, address, & phone)
 Cordell C. Dunn and Baisha J. Dunn
 9930 Plantation Ridge Drive,
 Olive Branch, MS, 38654
 662-895-0376
 Additional grantors on page

Grantee(s) (Name, address, & phone)
 Wells Fargo Bank, N.A.
 101 North Phillips Avenue
 Sioux Falls, SD 57104
 605-575-6900
 Additional Grantees on page

Prepared by (Name, address, & phone)
 Bryan Dillion
 MSN SV-79/Document Control Dept
 P.O. Box 10266
 Van Nuys, CA, 91410-0266
 1-888-679-6377

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range quarter)
 Lot 154, Phase 3, Alexanders Ridge Subdivision, Section 27, Township 1 South, Range 6
 West, as shown on plat of record in Plat Book 81, in the Chancery Clerk's Office of
 DeSoto County, Mississippi, to which plat ref is hereby made for a more particular
 description of said property.

Full legal Description on Exhibit A

* Page 34

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS CALIFORNIA 91410-0266

LOAN #: 140268305

ESCROW/CLOSING#: 241540758

MERS Phone: 1-888-679-6377

MIN: 1000157-0006502955-1

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Thirtieth day of December, 2011, by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans, Inc. ("Subordinated Lienholder")**, with a place of business at **P.O. BOX 2026, FLINT, MI 48501-2026**.

WHEREAS, CORDELL C DUNN and BAISHA J DUNN executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the **"Existing and Continuing Security Instrument"**) in the sum of \$32600.00 dated 07/07/2006, and recorded in Book Volume 2549, Page 646, as Instrument No. N/A, in the records of DESOTO County, State of MS, as security for a loan (the **"Existing and Continuing Loan"**), which Existing and Continuing Security Instrument is a valid and existing lien on

the real property located at 9930 PLANTATION RIDGE DR., OLIVE BRANCH, MS 38654 and further described on Exhibit "A," attached.

WHEREAS, CORDELL C DUNN ("**Borrower**") executed and delivered to **Bank of America, N.A. ("Lender")**, a deed of trust/mortgage in the principal amount not to exceed \$125500.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of DESOTO County, State of MS as security for a loan (the "**New Loan**");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

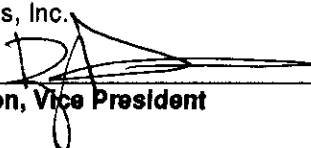
- (a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not

defeat the subordination herein made in whole or in part; and

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans, Inc.


Bryan Dillon, Vice President

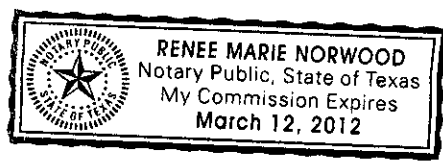
ALL PURPOSE ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF TARRANT }

On 12/30/2011 before me, Renee Marie Norwood (notary) personally appeared **Bryan Dillon**, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Renee Marie Norwood



(NOTARY SEAL)

ATTENTION NOTARY:

Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

Order No.: **13060269**
Loan No.: **241540758**

Exhibit A

The following described property:

Lot 154, Phase 3, Alexanders Ridge Subdivision, Section 27, Township 1 South, Range 6 West, as shown on plat of record in Plat Book 81, Pages 34, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Assessor's Parcel No: 1-06-8-27-06-0-00154-00